

Lorraine B. Echavarria (SBN 191860)  
lori.echavarria@wilmerhale.com  
Nancy Lynn Schroeder (SBN 280207)  
nancy.schroeder@wilmerhale.com  
Sonia L. Fleury (SBN 298534)  
sonia.fleury@wilmerhale.com  
Kelsey M. McGregor (SBN 307627)  
kelsey.mcgregor@wilmerhale.com  
Laura F. Donaldson (SBN 307638)  
laura.donaldson@wilmerhale.com  
WILMER CUTLER PICKERING  
HALE AND DORR LLP  
350 South Grand Avenue, Suite 2100  
Los Angeles, CA 90071  
(213) 443-5300 Telephone  
(213) 443-5400 Facsimile

Laboni Hoq (SBN 224140)  
lhoq@advancingjustice-la.org  
Yanin Senachai (SBN 288336)  
ysenachai@advancingjustice-la.org  
ASIAN AMERICANS ADVANCING  
JUSTICE-LOS ANGELES  
1145 Wilshire Blvd., 2nd Floor  
Los Angeles, CA 90017  
(213) 977-7500 Telephone  
(213) 977-7595 Facsimile

*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Socheat Chy,

Plaintiff,

v.

Lam Sin Yam; Ray Lim; Tiffany  
Ngo; Ngo Asset Management, LLC;  
Tiffany Ngo in her capacity as  
trustee of The Tiffany Ngo Living  
Trust UTD; Naing Lam Yam; Jane  
Doe 1; Cindy Kanya Chan; Molica  
Ratha Keo; Nivodeth Khiev; Doe  
Gas Station 2; Doe Gas Station 3;  
Doe Laundromat 4; and DOES 5  
through 10, inclusive,

Defendants.

Case No. 2:17-cv-04325-BRO-AGR

**FIRST AMENDED COMPLAINT  
JURY TRIAL DEMANDED**

1 Plaintiff Socheat Chy (“Socheat” or “Plaintiff”) alleges against her  
2 trafficker defendants, Lam Sin Yam (known to Plaintiff as Sing Lim); Ray Lim;  
3 Tiffany Ngo; Ngo Asset Management, LLC; Tiffany Ngo in her capacity as  
4 trustee of The Tiffany Ngo Living Trust UTD; Naing Lam Yam; Jane Doe 1;  
5 Cindy Kanya Chan; Molica Ratha Keo; Nivodeth Khiev; Doe Gas Station 2; Doe  
6 Gas Station 3; and Doe Laundromat 4 as follows:

7 **I. NATURE OF THE ACTION**

8 1. Socheat brings this action against the Defendants for violations of the  
9 Trafficking Victims Protection Act and its Reauthorizations (“TVPA”), Human  
10 Trafficking under California Civil Code § 52.5, violations of the California  
11 Labor Code, violations of the Fair Labor Standards Act (“FLSA”), Unfair  
12 Competition under the California Business and Professions Code, Intentional  
13 Infliction of Emotional Distress, False Imprisonment, Battery, Assault,  
14 Negligence, Negligence Per Se, Negligent Infliction of Emotional Distress,  
15 Trespass to Chattel, Quantum Meruit, Conspiracy, Constructive Voidable  
16 Transaction, Intentional Voidable Transaction, and Breach of Contract.  
17 Defendants trafficked Socheat from Cambodia to the United States, where they  
18 subjected her to forced labor and involuntary servitude in their businesses and  
19 homes in Southern California. For years, Defendants terrorized and tortured  
20 Socheat. Defendants forced Socheat to work an average of 17 hours per day,  
21 seven days per week, in their places of business and homes for negligible pay;  
22 confined Socheat to a gas station every night for months at a time, forcing her to  
23 sleep in a lawn chair there, and at times locking her inside with a metal grate;  
24 physically and verbally abused Socheat, going so far as to cut her face with a  
25 knife to intimidate and control her; forbade Socheat from going anywhere by  
26 herself; refused to seek medical attention for Socheat after she attempted suicide;  
27 and threatened Socheat with further harm if she attempted to escape.  
28 Throughout the recruitment and trafficking process, Defendants used methods of

1 personal, reputational, and cultural coercion to manipulate, entrap, and control  
2 Socheat. Defendants' relentless abuse culminated in Socheat's suicide attempt,  
3 during which Defendants denied her medical care and left her to die. After  
4 regaining her strength, Socheat contacted the police and was rescued by them in  
5 2015. She has been living in a shelter for trafficking survivors since that time.

## 6 **II. JURISDICTION AND VENUE**

7 2. This Court has federal question jurisdiction over this action under  
8 U.S.C. § 1331 because this action alleges violations of federal statutes, including  
9 the TVPA (18 U.S.C. §§ 1584, 1589, 1590, 1592, 1593A, 1594, and 1595(a))  
10 and the FLSA (29 U.S.C. §§ 206 and 207).

11 3. This Court has supplemental jurisdiction over the remaining claims  
12 pursuant to 28 U.S.C. § 1367.

13 4. This Court has personal jurisdiction over Defendants under Fed. R.  
14 Civ. P. 4(k), because each Defendant, being domiciled or incorporated in  
15 California, is subject to the jurisdiction of a court of general jurisdiction in the  
16 state of California under California Code of Civil Procedure § 410.10.

17 5. Venue is proper in this District under 28 U.S.C. § 1391 because a  
18 substantial part of the events or omissions giving rise to the claims occurred in  
19 this District.

## 20 **III. THE PARTIES**

### 21 **A. Plaintiff**

22 6. Plaintiff Socheat Chy was born in Banan, Cambodia, and was  
23 trafficked to California by Defendants on June 11, 2013 for purposes of forced  
24 labor. Socheat grew up poor in a small Cambodian village with her two sisters  
25 and her parents, who are farmers. Defendants forced Socheat to work for them  
26 from at least June 11, 2013 through September 28, 2015. Socheat and  
27 Defendants communicated in the Khmer language. Specific statements attributed  
28 to Defendants in this complaint are translations of Khmer-language words.

1                   **B. Defendants**

2           7. On information and belief, Defendant Lam Sin Yam (“Defendant  
3 Sin”) is the sister of Defendant Naing Lam Yam, the mother of Defendants  
4 Tiffany Ngo and Ray Lim, and resides in Palmdale, California. On information  
5 and belief, Defendant Sin masterminded the scheme to traffic Socheat into the  
6 United States for forced labor, including by recruiting Socheat, directing her  
7 marriage to Defendant Naing Lam Yam, threatening her and her family with  
8 harm, confiscating her documents, mentally and physically abusing her, directing  
9 others not to pay her, and failing to pay her for her work.

10          8. On information and belief, Defendant Naing Lam Yam (“Defendant  
11 Yam”) is the brother of Defendant Sin, the uncle of Defendants Tiffany Ngo and  
12 Ray Lim, and resides in Long Beach, California. On information and belief,  
13 Defendant Yam married Socheat in or around December 2010, and participated  
14 in the scheme to recruit and force her to work under duress and without proper  
15 payment, including by humiliating her, fabricating coercive immigration  
16 evidence, and threatening her and her family with harm.

17          9. On information and belief, Defendant Tiffany Ngo (“Defendant  
18 Ngo”) is the daughter of Defendant Sin, the niece of Defendant Yam, the sister  
19 of Defendant Ray Lim, and resides in Palmdale, California. On information and  
20 belief, Defendant Ngo owns or owned Defendant Doe Gas Station 2, Defendant  
21 Doe Gas Station 3, and Defendant Doe Laundromat 4. On information and  
22 belief, Defendant Ngo is also the agent of an asset management company, Ngo  
23 Asset Management, LLC, which owns or owned the shopping center where  
24 Socheat was required to work. Defendant Ngo participated in the scheme to  
25 force Socheat to work under duress and without proper payment, including by  
26 mentally and physically abusing her, and subjecting her to deplorable working  
27 conditions with negligible compensation.

1           10. On information and belief, Defendant Ngo Asset Management, LLC  
2 (“Defendant Ngo Asset Management”) is located at 101 East Avenue J,  
3 Lancaster, California 93535, and owns or owned the shopping center where  
4 Socheat was required to work under duress and without proper payment.

5           11. On information and belief, Defendant Tiffany Ngo in her capacity as  
6 trustee of The Tiffany Ngo Living Trust UTD (“Defendant Ngo Trustee”), is a  
7 trust created under the laws of California with a mailing address in Palmdale,  
8 California. Defendant Ngo is the trustee of The Tiffany Ngo Living Trust UTD.  
9 On information and belief, Defendants Ngo, Lim, and Ngo Asset Management  
10 transferred substantially all their real properties to The Tiffany Ngo Living Trust  
11 UTD.

12           12. On information and belief, Defendant Ray Lim (“Defendant Lim”) is  
13 the son of Defendant Sin, the nephew of Defendant Yam, the brother of  
14 Defendant Ngo, and resides in California. On information and belief, Defendant  
15 Lim owns or owned the Defendant Doe Gas Station 3 business, and employed  
16 Socheat there. On information and belief, Defendant Lim participated in the  
17 scheme to force Socheat to work under duress and without proper payment,  
18 including by subjecting Socheat to deplorable working conditions.

19           13. On information and belief, Defendant Jane Doe 1 (“Defendant Doe  
20 1”) has family residing in Cambodia, and personally resides in California. On  
21 information and belief, Defendant Doe 1 participated in the scheme to recruit and  
22 force Socheat to work under duress and without proper payment, including by  
23 helping recruit Socheat and threatening Socheat and her sister, who still resides  
24 in Cambodia.

25           14. On information and belief, Defendant Cindy Kanya Chan  
26 (“Defendant Chan”) was born in Cambodia and resides in Long Beach,  
27 California. On information and belief, Defendant Chan participated in the  
28

1 scheme to recruit and force Socheat to work under duress and without proper  
2 payment, including by co-sponsoring Socheat's immigration process.

3 15. On information and belief, Defendant Molica Ratha Keo ("Defendant  
4 Keo")—known to Socheat as "Monica"—is the mother of Defendant Nivodeth  
5 Khiev, and resides in Long Beach, California. On information and belief,  
6 Defendant Keo participated in the scheme to recruit and force Socheat to work  
7 under duress and without proper payment, including by managing and coaching  
8 Socheat's immigration process, constraining her movements, and severely  
9 underpaying her for significant domestic labor.

10 16. On information and belief, Defendant Nivodeth Khiev ("Defendant  
11 Khiev")—known to Socheat as "Julie"—is the daughter of Defendant Keo, and  
12 owns a residence in Long Beach, California. On information and belief,  
13 Defendant Khiev participated in the scheme to recruit and force Socheat to work  
14 under duress and without proper payment, including by severely underpaying her  
15 for significant domestic labor.

16 17. On information and belief, Defendant Doe Gas Station 2 is a Valero  
17 franchise gas station and market operated by Defendants Sin, Lim, Ngo, and Ngo  
18 Asset Management. On information and belief, Defendant Doe Gas Station 2 is  
19 or was owned by Defendant Ngo and is located at 500 East Avenue K, Lancaster,  
20 California 93535. On information and belief, Socheat was required to work at  
21 Defendant Doe Gas Station 2 under duress and without proper payment.

22 18. On information and belief, Defendant Doe Gas Station 3 is an Arco  
23 franchise gas station and market operated by Defendants Sin, Lim, Ngo, and Ngo  
24 Asset Management. On information and belief, the Defendant Doe Gas Station 3  
25 business is or was owned by Defendants Ngo and Lim and the property is or was  
26 owned by Defendant Ngo. On information and belief, Defendant Gas Station 3  
27 is located at 44412 Division St., Lancaster, California 93535. On information  
28

1 and belief, Socheat was required to work at Defendant Doe Gas Station 3 under  
2 duress and without proper payment.

3 19. On information and belief, Defendant Doe Laundromat 4 is a  
4 laundromat that was or is owned by Defendant Ngo and is located at 500 East  
5 Avenue K, Lancaster, California 93535. On information and belief, Socheat was  
6 required to work at Defendant Doe Laundromat 4 under duress and without  
7 proper payment.

8 20. On information and belief, each Defendant is the alter ego and joint  
9 employer of, and is working in joint enterprise with, each and every other  
10 Defendant. Plaintiff is informed and believes, and on that basis alleges, that at  
11 all times mentioned in this Complaint, each and every Defendant was the agent  
12 or employee of each and every other Defendant, and in doing the acts alleged,  
13 was acting within the course and scope of such agency or employment, with the  
14 consent, provision and authorization of each of the remaining Defendants. All  
15 actions of each Defendant were ratified and approved by every other Defendant.

16 21. Plaintiff is informed and believes, and on that basis alleges, that at all  
17 times mentioned in this Complaint, each and every Defendant entered into a  
18 conspiracy and agreement with every other Defendant, or later joined that  
19 conspiracy and ratified the acts and conduct of other defendants who had entered  
20 the conspiracy. Plaintiff is further informed and believes, and on that basis  
21 alleges, that at all times mentioned in this Complaint, all Defendants knowingly,  
22 maliciously, and willfully entered into that conspiracy. All Defendants' acts and  
23 failures to act as alleged in this Complaint were perpetrated in furtherance of the  
24 conspiracy.

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28 ///



1 **IV. FACTUAL BACKGROUND**

2 **A. Defendants recruited Socheat for labor, tarnished her**  
 3 **reputation, and threatened her younger sister**

4 a) Defendants recruited Socheat to work in the United  
 5 States

6 22. Socheat was born in 1990 in Banan, Cambodia, a small village in the  
 7 northwest of the country, about an hour outside the city of Battambang.

8 Socheat's parents were farmers, and her father had municipal responsibilities in  
 9 their village. Growing up, Socheat helped care for her two younger sisters.

10 Socheat's family was poor, and her parents worked a lot.

11 23. When Socheat was a teenager, Defendant Sin recruited Socheat's  
 12 close family member ("Family Member 1") to work for her in the United States.  
 13 On information and belief, Defendant Sin arranged for Family Member 1 to  
 14 marry a United States Green Card holder, and subsequently move to the United  
 15 States to work for Defendants.

16 24. In or around July or August 2009, Socheat spoke to Family Member  
 17 1 on the phone. Family Member 1 encouraged Socheat to come to the United  
 18 States to work for Defendants. Family Member 1's family had purchased a piece  
 19 of land and a new shop and appeared to be prospering. Socheat believed their  
 20 prosperity derived from money that Family Member 1 sent to Cambodia from  
 21 her job in the United States. Socheat wanted to do the same for her family.

22 25. Soon thereafter, Defendant Sin's brother, Defendant Yam, came to  
 23 visit Socheat. Defendant Yam told Socheat that she would work hard in the  
 24 United States, stocking and shelving items in a shop, and working the register.  
 25 Defendant Yam told Socheat she would make more money than she was earning  
 26 at her current job in a restaurant in Battambang, and that she could help her  
 27 family. Socheat told Defendant Yam that she wanted to come to the United  
 28 States.



b) Defendants begin spying on and controlling Socheat

26. At the end of 2009 or early 2010, after Defendant Yam visited Socheat, Defendant Sin called Socheat and ordered her to stop working immediately, to return home to Banan, and to begin taking English classes. Socheat did not want to leave her job, but Family Member 1's mother told Socheat that in order to go to the United States and make more money, she had to do whatever Defendant Sin told her to do. On information and belief, Defendant Sin also instructed Family Member 1's mother to tell Socheat that if Socheat did not obey Defendant Sin, Socheat could not go to the United States. Socheat obeyed Defendant Sin's orders.

27. In January 2010, Defendant Sin called Socheat and informed her that a man named C.C. would be coming to Cambodia with Defendant Doe 1. Defendant Sin told Socheat that Socheat would marry C.C. Socheat understood that if she wanted to come to the United States, she had to marry C.C. Defendant Sin told Socheat to do whatever Defendant Doe 1 told her to do.

c) Defendants tarnished Socheat's reputation and threatened Socheat and her younger sister

28. In February 2010, on information and belief, C.C. and Defendant Doe 1 arrived in Phnom Penh, and traveled to Banan. Shortly thereafter, Socheat became engaged to C.C., and her neighbor R.H. became engaged to Defendant Doe 1. Defendant Sin ordered that a double engagement ceremony take place for the four of them.

29. After the engagement ceremony, Defendant Sin sent money for Defendant Doe 1, R.H., C.C., Socheat, and Socheat's mother to travel around Cambodia and take photos together. During this time, Defendant Doe 1 pushed Socheat to sit close to C.C., and to be "touchy" with him. Defendant Doe 1

1 instructed C.C. to put his hands on Socheat's hips, whether or not a photograph  
2 was being taken.

3 30. Next, Defendant Doe 1 took Socheat, C.C., and R.H. to Phnom Penh  
4 without Socheat's mother. Socheat avoided C.C. because she did not want him  
5 to touch her. Defendant Doe 1 reprimanded Socheat for avoiding C.C., telling  
6 her that if she continued to misbehave, Socheat would not be allowed to come to  
7 the United States.

8 31. At night, Defendant Doe 1 insisted that Socheat go to C.C.'s room.  
9 Socheat refused, and Defendant Doe 1 threatened Socheat that if she did not let  
10 C.C. touch her body, Defendant Doe 1 would tell Defendant Sin to take  
11 Socheat's middle sister to the United States instead of Socheat. Despite  
12 Socheat's express refusals, C.C. stayed in Socheat's bed all night with his arms  
13 around her, and Socheat could not sleep because she was so afraid.

14 32. In March 2010, C.C. and Defendant Doe 1 left Cambodia, and  
15 Socheat accompanied them to the airport. Before they parted, C.C. kissed  
16 Socheat's cheek without Socheat's consent. On information and belief, R.H. saw  
17 C.C. kiss Socheat, and smirked. By kissing Socheat in a public space, C.C. had  
18 shamed Socheat, and damaged her reputation as a Cambodian woman.

19 33. After this trip, Defendant Sin called off Socheat's engagement with  
20 C.C., and cancelled their wedding. Socheat understood that Defendant Sin  
21 believed that after Socheat arrived in the United States, C.C. might interfere with  
22 Defendant Sin's control over Socheat.

23 34. By cancelling the wedding with C.C., Defendant Sin exposed  
24 Socheat to shame and ridicule. On information and belief, members of Socheat's  
25 community knew of their engagement, and had seen C.C. touch Socheat and kiss  
26 her at the airport. Socheat believed that her reputation was ruined because these  
27 behaviors were taboo in her culture. Socheat feared that if she did not come to  
28 the United States, she would have to leave Banan or risk never being able to

1 marry or have a family. Socheat considered moving to Thailand if she was  
2 unable to come to the United States.

3 35. Family Member 1 called Socheat to say that Defendant Sin wanted to  
4 take Socheat's middle sister to the United States instead of Socheat. Socheat  
5 perceived this as a threat to her sister because her sister was too young to protect  
6 herself from Defendant Sin and her associates. In order to protect her sister,  
7 Socheat felt she had go to the United States. Socheat's sister told Family  
8 Member 1 that she did not want to go to the United States, and Socheat waited,  
9 fearful about whom Defendant Sin would choose to send.

10 36. During this time, on information and belief, rumors about Socheat  
11 spread through Banan. On information and belief, when Socheat attended a  
12 wedding, guests in attendance told people that Socheat was already married, and  
13 was not single.

14 d) Defendant Yam married Socheat

15 37. In July 2010, Defendant Sin informed Socheat that her brother,  
16 Defendant Yam (who was twenty-eight years older than Socheat), would marry  
17 Socheat in Cambodia. Socheat felt required to move forward with the proposal  
18 in order to protect her little sister from Defendant Sin.

19 38. On or about December 27, 2010, Socheat married Defendant Yam.

20 e) Defendants continued to threaten and shame Socheat,  
21 and submitted documents with false information to U.S.  
22 Citizenship and Immigration Services to obtain a visa  
23 for Socheat

24 39. Defendants Sin and Yam continued to manipulate and entrap Socheat  
25 by compromising her reputation in her community, and by submitting fabricated  
26 evidence to the American Embassy in Cambodia and to U.S. Citizenship and  
27 Immigration Services ("USCIS"). Defendant Sin told Socheat that she had to do  
28

1 whatever Defendant Yam told her to do if Socheat wanted to work in the United  
2 States.

3 40. First, after the wedding ceremony, Defendant Yam made Socheat  
4 take pictures all over Cambodia of him hugging and touching her. Next,  
5 Defendant Yam forced Socheat to get into bed with him, and had Socheat's  
6 father's boss take pictures of her lying in bed next to Defendant Yam. Defendant  
7 Yam threatened Socheat that if she did not stop being shy or embarrassed, and  
8 act like his wife for the photos, she could not come work in the United States.

9 41. Around this time, Socheat heard a rumor in town that she had slept  
10 with Defendant Yam and become pregnant. Based on this rumor and her ever-  
11 present fear that Defendant Sin would turn her attention toward Socheat's sister,  
12 Socheat felt compelled to obey Defendants Sin and Yam.

13 42. While Socheat was waiting to come to the United States, Defendant  
14 Yam informed her that his girlfriend, Defendant Keo, would direct Socheat  
15 through the immigration process. In or around August or September 2011,  
16 Defendant Keo traveled to Cambodia to meet Socheat. Defendant Keo instructed  
17 her throughout the visa application process, including on what to say at her  
18 interviews with USCIS. Defendant Keo instructed Socheat to call her with any  
19 questions that might arise during the immigration process.

20 43. Defendant Yam certified under penalty of perjury on required U.S.  
21 immigration form I-864 that he would provide Socheat with financial support  
22 equal to at least 125% of the federal poverty line. Defendant Chan also certified  
23 under penalty of perjury on required U.S. immigration form I-864 that she was  
24 Socheat's joint sponsor for her immigration application, and would also provide  
25 Socheat with financial support equal to at least 125% of the federal poverty line.

26 44. On information and belief, Defendant Keo prepared and submitted  
27 Socheat's immigration paperwork for USCIS. On information and belief,  
28 Defendant Yam and Defendant Chan's false attestations on the I-864

1 immigration forms and the forms Defendant Keo prepared and submitted  
2 provided USCIS with required information for Socheat's visa application.  
3 USCIS issued Socheat a visa in May 2013 to come to the United States.

4 **C. Defendants transported Socheat to the United States**

5 45. In or around May or June 2013, Defendant Yam traveled to  
6 Cambodia to retrieve Socheat, and bring her to the United States. Defendant  
7 Yam travelled with Socheat and controlled her entry to the United States.  
8 Socheat arrived in the United States on June 11, 2013. Defendant Sin picked  
9 Socheat up from the airport, and took Socheat to Defendant Ngo's residence in  
10 Palmdale, California.

11 **D. Defendants Sin, Lim, and Ngo threatened, abused, and used**  
12 **Socheat for forced labor**

- 13 a) Defendants confiscated Socheat's passport, and  
14 threatened Socheat to coerce her labor and compliance

15 46. On Socheat's first full day in the United States, Defendant Sin began  
16 manipulating Socheat with threats and coercion. At Defendant Ngo's residence,  
17 Defendant Sin demanded that Socheat give Defendant Sin her passport. Socheat  
18 did not understand why Defendant Sin needed her passport, but she complied  
19 because she was scared.

20 47. On information and belief, Defendant Sin ordered Socheat to hold  
21 out her hand as if in prayer, and promise that she would not steal from Sin, nor  
22 lie to her, nor run away. Defendant Sin threatened Socheat that if Socheat broke  
23 her promises, great harm would come to Socheat. On information and belief,  
24 Defendant Sin knew that Socheat was a devoted Khmer Buddhist, and  
25 understood that such a promise had religious significance.

26 48. In or around that week, Defendant Yam came to Defendant Ngo's  
27 house. Defendant Sin told Socheat that she had already paid Defendant Yam  
28 \$20,000 for Socheat's travel to the United States. Defendant Sin then counted

1 out an additional \$20,000 in cash and handed it to Defendant Yam in front of  
 2 Socheat. Defendant Sin told Socheat that it had cost Defendant Sin \$40,000 total  
 3 to get Socheat into the United States. Socheat understood from this exchange  
 4 that she owed Defendant Sin \$40,000.

5 b) Defendants forced Socheat to work 17-hour days, seven  
 6 days a week for no pay; denied her proper meal and rest  
 7 periods; and failed to provide her with wage statements

8 49. For the next five months, from approximately June 2013 through  
 9 October 2013, Defendant Sin and her children, Defendant Lim and Defendant  
 10 Ngo, required Socheat to work from morning until night, seven days per week, at  
 11 their various businesses. On a typical day, Defendants made Socheat work at  
 12 two or three separate businesses, for approximately 17 hours total. Socheat  
 13 tended the cash registers, stocked products, mopped floors, cleaned countertops,  
 14 and took the trash out, among other tasks.

15 50. In addition to forcing Socheat to work at the Defendants' gas  
 16 stations, laundromat, and shopping center, Defendants forced Socheat to clean  
 17 and mop Defendant Ngo's house approximately once per week. During the  
 18 summer, Defendants made Socheat pull weeds in Defendant Ngo's backyard and  
 19 tend Defendant Ngo's garden in the heat.

20 51. The minimum wage in California when Socheat began working for  
 21 Defendants was \$8.00 per hour. From June 2013 through October 2013,  
 22 Defendants did not pay Socheat at all for her labor.

23 52. California law also requires that employees be paid overtime for any  
 24 hours worked in excess of eight hours per day or forty hours per week.  
 25 Employers must pay employees one and one-half times their regular rate of pay  
 26 for all hours worked in excess of eight hours up to and including 12 hours in any  
 27 workday, and two times their regular rate of pay for all hours worked in excess  
 28 of 12 hours in any workday. California law prohibits employers from requiring

1 employees to work for seven days in one workweek. California law requires that  
2 employees be paid 1.5 times their regular rate of pay for the first eight hours  
3 worked on the seventh workday of the workweek, and two times their hourly  
4 wage for hours worked in excess of eight on the seventh workday of the  
5 workweek. Although Defendants forced Socheat to work about 17 hours per  
6 day, seven days per week, from approximately June through October 2013, they  
7 never provided Socheat with overtime pay.

8 53. In addition to working long hours for no pay, Defendants routinely  
9 denied Socheat her proper meal and rest periods. Under California law, an  
10 employer is required to provide an employee with a meal period of at least 30  
11 minutes if the employee works for more than five hours per day, and with a  
12 second meal period of at least 30 minutes if the employee works for more than  
13 ten hours per day. If the employee works no more than 12 hours, the second  
14 meal period may be waived by mutual consent of the employer and employee.  
15 An employer may require the employee to remain at the work site during the  
16 meal period only with the employee's written consent, and the meal period must  
17 be paid. Under California law, an employer is also required to provide an  
18 employee with a rest period at a minimum rate of ten minutes for every four  
19 hours worked, and insofar as practicable such rest period must be provided in the  
20 middle of each work period. Rest periods are counted as time worked.

21 54. Despite this, Defendants repeatedly failed to offer Socheat meal or  
22 rest periods of the required length and frequency. Defendants also forced  
23 Socheat to remain on site at all times. Socheat did not enter into a written  
24 agreement to waive her meal and rest period rights.

25 55. Finally, Defendants never provided Socheat with accurate wage  
26 statements, as required by law. To date, Defendants have failed to pay Socheat  
27 all wages due to her for her labor during these five months.  
28



1 c) Defendants forced Socheat to sleep in a lawn chair at the  
2 gas station and bathe onsite

3 56. Almost every night, Defendants forced Socheat to sleep in the  
4 stocking room at Defendant Doe Gas Station 2 in a lawn chair without any  
5 cushions. In the noisy and cold gas station stocking room, Socheat slept at most  
6 five or six hours per night, and often slept fewer. Defendant Sin gave Socheat  
7 only one thin blanket, which did not adequately protect Socheat against the cold.  
8 Defendant Sin did not allow Socheat to use a pillow or additional blankets.  
9 Defendant Sin told Socheat she did not want it to look like someone was living  
10 there if there were an inspection.

11 57. Defendants made Socheat bathe in a small room of the gas station  
12 using a wall-mounted spigot, which was either too hot or too cold. On  
13 information and belief, Defendants knew the door to that room was broken and  
14 Socheat could be exposed to others while bathing.

15 58. On information and belief, Defendants directed Family Member 1 to  
16 stay with Socheat at Defendant Doe Gas Station 2 each night. Family Member 1  
17 controlled the entry and exit points of Defendant Doe Gas Station 2. Family  
18 Member 1 carried with her a remote control that could lift the metal grate around  
19 Defendant Doe Gas Station 2, as well as the key to the doors. On information  
20 and belief, Defendant Doe Gas Station 2 had an emergency door that allowed a  
21 person inside the station to exit, but not to re-enter without a key.

22 d) Defendants verbally abused Socheat, and physically  
23 tortured and battered her

24 59. Defendant Sin repeatedly abused and tortured Socheat. Defendant  
25 Sin hit Socheat, pulled her hair, cussed at her, called her words like “stupid,”  
26 “blind,” “slow,” and “lazy,” and often screamed at Socheat when she asked a  
27 question. One time, in about September 2013, when Socheat was moving stock  
28 in the backroom of Defendant Doe Gas Station 3, Defendant Sin approached

1 Socheat from behind and hit her on the back with her fists like she was swinging  
2 a baseball bat at Socheat. Other times, when Socheat could not find something,  
3 Defendant Sin pulled Socheat by the hair and pushed Socheat's face inches from  
4 the object to show her where it was, and then asked why Socheat was so stupid.  
5 Socheat was terrified of Defendant Sin. As a result of Defendant Sin's abuse,  
6 Socheat felt panicked when she saw Defendant Sin or Defendant Sin called her  
7 name. Whenever Defendant Sin approached Socheat, Socheat was so scared that  
8 she had trouble functioning.

9 60. Defendant Sin filed her nails to a point and scratched Socheat.  
10 Defendant Sin poked Socheat's eyes with her sharpened nails, and poked and  
11 pinched Socheat's ears and body regularly from in or around June 2013 through  
12 October 2013. Once, in or around August 2013, when Socheat was stocking  
13 products, she put an item in the wrong place by accident. Defendant Sin dragged  
14 Socheat by her hair for about six steps, then shoved Socheat's face against the  
15 counter, poked Socheat's head with her nails, and told Socheat where to put the  
16 products.

17 61. Another time, in or around October 2013, when Socheat was  
18 stocking water, Defendant Sin began insulting Socheat, and demanded that she  
19 move the water bottles elsewhere. Defendant Sin picked up a filled water bottle,  
20 and hit Socheat repeatedly in the eye. Socheat's eye swelled, and she had blurry  
21 vision for days after the incident.

22 62. Defendant Ngo also physically, verbally, and psychologically abused  
23 Socheat regularly from in or around June 2013 through in or around October  
24 2013. Defendant Ngo hit Socheat, screamed at her, and called her names.  
25 Defendant Ngo told customers that Socheat was "5150," suggesting that Socheat  
26 was mentally unstable, and called Socheat a "slut" or "prostitute." Defendant  
27 Ngo slandered Socheat's parents, which was very painful for Socheat.  
28

1 Sometimes, if Socheat made a mistake in her work, Defendant Ngo hit Socheat  
2 on the head with her knuckles.

3 63. In or around October 2013, Defendant Yam secretly visited  
4 Defendant Doe Gas Station 2, where Socheat was working, and asked Socheat if  
5 she wanted to escape. Socheat told Defendant Yam that she could not leave  
6 because Defendant Sin had taken all of her identity documents. Socheat also  
7 feared escape because she owed Defendant Sin money, and Socheat thought that  
8 her family would owe Defendant Sin the money if Socheat left.

9 e) Due to the abuse and threats of Defendants, Socheat's  
10 fear increased and her mental and physical state suffered

11 64. During this time, Socheat's physical and mental state deteriorated.  
12 Many nights when she closed her eyes to sleep, she cried in fear of what  
13 Defendant Sin might do to her. Socheat felt constant anxiety about what would  
14 happen to her if she made a mistake while performing her assigned duties at the  
15 gas stations and other shops.

16 65. Socheat had trouble eating. The more she thought about Defendant  
17 Sin, the more fearful and anxious she became. Whenever Socheat saw the  
18 Defendant Doe Gas Station 3 sign, she felt depressed and scared. She  
19 experienced episodes of paralyzing fear and panic. As her health worsened,  
20 Socheat considered running away.

21 66. Shortly after Defendant Yam visited her in or around October 2013,  
22 Socheat was working the Defendant Doe Gas Station 3 cash register while  
23 Defendant Sin was cutting ginger root nearby. Socheat put a pack of cigarettes  
24 in the wrong place. Defendant Sin called Socheat "stupid," and jabbed Socheat's  
25 face with her knife. Socheat jumped out of the way, but Defendant Sin managed  
26 to cut Socheat's face, and Socheat started bleeding. Socheat became afraid that  
27 Defendant Sin might actually kill her, and decided that she had to run away.  
28

**E. Defendants Yam, Keo, and Khiev forced Socheat to work for them in a purported “escape” from Defendants Sin, Lim, and Ngo**

67. In late October 2013, a customer left a phone at the gas station by mistake, and Socheat used it to call Defendant Yam, who arranged to pick her up from Defendant Doe Gas Station 2. Defendant Yam picked Socheat up in the middle of the night, so that they would not be seen. Socheat was brought to Defendant Khiev’s house in Long Beach, where Socheat lived with Defendants Keo and Khiev for approximately six months. Socheat hoped that she would have more freedom, and that Defendants Keo, Khiev, and Yam would help her get a job so she could pay off her debt to Defendant Sin. However, while she was there, Defendants Keo, Khiev, and Yam did not permit Socheat to go outside or even stand near any windows. Instead, Defendants Keo, Khiev, and Yam required her to stay in the house. Socheat performed daily domestic labor for Defendants Keo and Khiev, including cooking, sweeping, stocking the refrigerator, cleaning the two houses on the property, and cleaning the yard. In addition, Socheat gave Defendant Keo a massage for two to three hours per day, seven days per week. Socheat understood that Defendant Keo expected her to perform this service.

68. From in or around November 2013 through April 2014, Socheat performed domestic services for Defendants Keo and Khiev for approximately six to twelve hours per day, seven days per week. Socheat was paid about \$500 for approximately five months of domestic labor.

69. At one point, Defendant Keo informed Defendant Yam that Socheat had stood near the window of the house. Defendant Yam accused Socheat of trying to show off her body. Socheat was ashamed and upset by this accusation, and felt like a prisoner in Defendant Khiev’s house.

70. One night in early 2014, Defendant Yam allowed Socheat to leave the house for a rare public outing. While they were out, Defendant Yam bought

1 Socheat food and reminded her that he was treating her better than Defendant Sin  
2 ever had. He told her not to run away from him.

3 71. Socheat's other neighbor from Cambodia, V.H., was also staying  
4 with Defendants Keo, Khiev, and Yam at this time. On information and belief,  
5 V.H. had come to the United States to work for Defendant Sin and her children,  
6 and later ran away.

7 72. On or about April 2014, Defendant Yam drove Socheat back to  
8 Defendant Doe Gas Station 3 at midnight. He made Socheat swear not to tell  
9 Defendant Sin where she had been, and that if she did, great harm would come to  
10 her.

11 **F. Continued Debt Bondage, Abuse, and Threats by Defendants**  
12 **Sin, Lim, and Ngo**

13 a) Defendants again threatened Socheat, and forced her  
14 into a written debt bondage contract

15 73. When Socheat saw Defendant Sin again, Defendant Sin made  
16 Socheat swear a second time that she would not leave or betray Defendant Sin.  
17 Defendant Sin told Socheat that a recent, near-fatal motorbike accident involving  
18 Socheat's mother had occurred because Socheat had run away and cheated  
19 Defendant Sin. Defendant Sin made Socheat participate in a ceremony and light  
20 incense in the Buddhist tradition. On information and belief, Defendant Sin  
21 knew that according to Socheat's beliefs, the incense further strengthened the  
22 promise Socheat made to stay with Defendant Sin. Defendant Sin told Socheat  
23 that if she broke her promise or disobeyed Defendants, Socheat and her family  
24 would be cursed with poverty and misery, and great harm would come to  
25 Socheat.

26 74. A month or two later, Defendant Sin presented Socheat with a  
27 Khmer-language contract which stated that Socheat owed \$40,000 to Defendant  
28 Ngo. Defendant Sin then made Socheat sign the contract with a fingerprint.



1 communicate clearly. She vomited four or five times throughout the day, but  
2 Defendants kept her at work.

3 80. That night, Defendant Sin accused Socheat of trying to kill herself.  
4 Defendant Sin called Defendant Lim to inform him that Socheat had tried to kill  
5 herself. They agreed that they would not take Socheat to the hospital. Defendant  
6 Lim called Socheat a “stupid-ass bitch.”

7 81. After her suicide attempt, Socheat felt sick all the time. She had  
8 trouble sleeping, and feared that if she fell asleep she would never wake up.  
9 Whenever she did fall asleep, she had nightmares that she was falling off a  
10 mountain or from a high tower. She felt crazy all the time, like she might start  
11 screaming, and like she did not have control of her body. Sometimes Socheat  
12 felt like she was trapped inside a tiny dark box and could not escape, even  
13 though she was screaming for help.

14 82. After surviving the suicide attempt, Socheat decided that she wanted  
15 to live so that she could see her mother again. She resolved to escape from her  
16 traffickers.

17 **H. Socheat escaped from Defendants with the assistance of local**  
18 **police**

19 83. In or around August 2015, Socheat decided to try to contact a police  
20 officer that she had seen in the store a few times, who seemed kind. Socheat  
21 barely spoke English, and was afraid to speak to him in person, in case  
22 Defendant Sin or anyone else overheard. She decided to write a note, but she did  
23 not know the words in English. Over the course of approximately two weeks,  
24 Socheat asked customers and coworkers how to say and spell the words she  
25 needed. She never asked any person for more than one or two words, so that no  
26 one would become suspicious or give her away.

27 84. Eventually, Socheat pieced together a short note asking for the  
28 officer’s help, and in August 2015 she had a customer pass the note to the officer



1 when he visited the store. Later, the officer left Socheat a note with his contact  
 2 information. After that, Socheat discreetly secured a phone and contacted the  
 3 officer to tell him about her situation. Socheat was rescued by law enforcement  
 4 on September 28, 2015, and law enforcement later raided Defendants' properties.

5 **I. Socheat continues to suffer from the effects of her trafficking**

6 85. Since being rescued, Socheat lives in a shelter for trafficking  
 7 survivors. Socheat has been diagnosed with post-traumatic stress disorder  
 8 ("PTSD"), and suffers from regular nightmares and troubled sleep.

9 **J. Defendants fraudulently transferred ownership of their real**  
 10 **properties into a Living Trust, soon before and sometime after law**  
 11 **enforcement rescued Socheat**

12 86. On information and belief, Defendants Ngo, Lim, and Ngo Asset  
 13 Management transferred their rights, title, and interest in almost all of their real  
 14 properties to The Tiffany Ngo Living Trust UTD, for which Defendant Ngo is  
 15 trustee, two weeks before law enforcement rescued Socheat on September 28,  
 16 2015.

17 87. Defendant Ngo is the sole owner and officer of Defendant Ngo Asset  
 18 Management. On September 10, 2015, Defendant Ngo Asset Management  
 19 transferred its rights, title, and interest in the real property commonly known as  
 20 44412 Division St., Lancaster, California—the location of Defendant Doe Gas  
 21 Station 3—to The Tiffany Ngo Living Trust UTD by quitclaim deed, without  
 22 documentary transfer tax. Socheat performed clerking and cleaning duties at this  
 23 property for Defendants.

24 88. On September 10, 2015, Defendant Ngo Asset Management  
 25 transferred its rights, title, and interest in the real property commonly known as  
 26 101-137 East Avenue J, Lancaster, California—the location of the shopping  
 27 center—to The Tiffany Ngo Living Trust UTD by quitclaim deed, Document  
 28

1 No. 20151149343, without documentary transfer tax. Socheat performed  
2 cleaning duties at one of the vacant retail spaces at the shopping center.

3 89. On September 10, 2015, Defendant Ngo as “an unmarried woman”  
4 transferred all her rights, title, and interest in her solely owned residential real  
5 property in Palmdale, California to The Tiffany Ngo Living Trust UTD by  
6 quitclaim deed, Document No. 20151149341, without documentary transfer tax.  
7 Defendants Sin and Ngo resided at this property during Socheat’s captivity and,  
8 on information and belief, continue to reside there. Socheat performed cleaning  
9 and landscaping duties at this residence during her captivity with Defendants Sin,  
10 Ngo, and Lim, and slept at this residence between part of April 2014 and  
11 September 2015.

12 90. On September 10, 2015, Defendant Ngo as a “single woman”  
13 transferred all her rights, title, and interest in her solely-owned real property  
14 commonly known as 500 East Avenue K, Lancaster, California 93535, where  
15 Defendants Doe Gas Station 2 and Doe Laundromat 4 are located, to The Tiffany  
16 Ngo Living Trust UTD by quitclaim deed, Document No. 20151149342, without  
17 documentary transfer tax. Socheat performed cleaning and clerking duties for  
18 Defendants Doe Gas Station 2 and Doe Laundromat 4 at this property.

19 91. On September 10, 2015, Defendants Ngo and Lim as joint tenants  
20 transferred their rights, title, and interest in the real property commonly known as  
21 VAC/PALMDALE BLVD/VIC 60th St., Palmdale, California, to The Tiffany  
22 Ngo Living Trust UTD by quitclaim deed, Document No. 20151149340, without  
23 documentary transfer tax.

24 92. On September 10, 2015, Defendant Ngo as a “single woman”  
25 transferred all her rights, title, and interest in the real property commonly known  
26 as VAC/AVE K/VIC 98 STW, Del Sur, California, to the Ngo Living Trust by  
27 quitclaim deed, Document No. 20151149344, without documentary transfer tax.  
28

1           93. On February 15, 2017, Defendant Lim transferred his right, title, and  
 2 interest in real property at VAC/AVE G/VIC 18, Lancaster, California, to his  
 3 spouse, Carmen Chau Yi Lim, by quitclaim deed, Document No. 20170234289,  
 4 as a bona fide gift, without documentary transfer tax. This transfer occurred  
 5 after Socheat's rescue by police in September 2015 and after certain of  
 6 Defendants' properties were raided by local law enforcement.

7           94. On information and belief, Defendants Ngo, Lim, and Ngo Asset  
 8 Management have transferred all their rights and interest in substantially all their  
 9 real properties in California to The Tiffany Ngo Living Trust UTD for zero or  
 10 nominal value, and thus without payment of reasonably equivalent value.

11           95. Defendants Ngo, Lim, and Ngo Asset Management continued to  
 12 reside at or conduct business at these transferred properties.

13           96. Defendants' transfers of these real properties to The Tiffany Ngo  
 14 Living Trust UTD, for which Defendant Ngo is trustee, were in effect transfers  
 15 to themselves.

### 16           **FIRST CLAIM FOR RELIEF**

#### 17           **The TVPA**

#### 18           **For Sale into Involuntary Servitude Under 18 U.S.C. §§ 1584, 1595(a)**

#### 19           **(Against All Defendants)**

20           97. Socheat incorporates the foregoing paragraphs as if fully set forth  
 21 herein.

22           98. 18 U.S.C. § 1595 allows victims of involuntary servitude under 18  
 23 U.S.C. § 1584 to recover damages and reasonable attorneys' fees, both from the  
 24 perpetrators and others who knowingly benefitted from the violations.

25           99. A victim may bring a § 1584 claim under 18 U.S.C. § 1595 against  
 26 any person, including any business entity, who knowingly and willfully holds to  
 27 involuntary servitude or sells into any condition of involuntary servitude, any  
 28 other person for any term, or brings within the United States any person so held.

1 Section 1584 makes it unlawful to hold a person in a condition of involuntary  
2 servitude, that is, “a condition of servitude induced by means of . . . any scheme,  
3 plan, or pattern intended to cause a person to believe that, if the person did not  
4 enter into or continue in such condition, that person or another person would  
5 suffer serious harm or physical restraint.” 22 U.S.C. §7102(6)(A).

6 100. Defendants repeatedly subjected Socheat to verbal threats of serious  
7 harm, actual physical harm, and psychological and cultural coercion as part of a  
8 scheme to force Socheat to perform work against her will and without pay.  
9 Defendants shamed and manipulated Socheat into culturally and personally  
10 compromising situations; threatened Socheat’s sister; promised that great harm  
11 would come to Socheat and her family if she attempted to escape from  
12 Defendants; confiscated Socheat’s identity documents so that Socheat could not  
13 escape Defendants; physically confined Socheat to Defendants’ houses and  
14 businesses; physically harmed Socheat, including cutting her face with a knife;  
15 and verbally abused Socheat. Defendants required Socheat to work excessive  
16 hours, seven days per week.

17 101. All Defendants either perpetrated the described acts or knowingly  
18 and financially benefitted from them.

19 102. As a result, Socheat sustained harm, including mental suffering,  
20 humiliation, emotional distress, and economic loss, entitling her to damages in  
21 amounts to be proven at trial and reasonable attorney’s fees.

22 103. Defendants are liable to Socheat for compensatory and punitive  
23 damages in amounts to be proven at trial, and other relief that the Court may  
24 deem proper.

25 ///

26 ///

27 ///

28 ///

**SECOND CLAIM FOR RELIEF**

**The TVPA**

**For Forced Labor Under 18 U.S.C. §§ 1589, 1595(a)**

**(Against All Defendants)**

104. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

105. 18 U.S.C. § 1595 allows victims of forced labor under 18 U.S.C. § 1589 to recover damages and reasonable attorneys' fees, both from the perpetrators and others who knowingly benefitted from the violations.

106. A victim may bring a § 1589 claim under 18 U.S.C. § 1595 against any person, including any business entity, who knowingly provides or obtains the labor or services of another person, by means of actual or threatened serious harm, including financial harm, to the victim or a third party, or by means of actual or threatened abuse of the legal process. Serious harm encompasses not only physical violence, but also more subtle psychological methods of coercion.

107. Defendants repeatedly subjected Socheat to verbal threats of serious harm, actual physical harm, and psychological and cultural coercion as part of a scheme to benefit from Socheat's labor without compensating her. Defendants shamed and manipulated Socheat into culturally and personally compromising situations; threatened Socheat's sister; promised that great harm would come to Socheat if she attempted to escape from Defendants; confiscated Socheat's identity documents so that Socheat could not escape Defendants; physically confined Socheat to Defendants' houses and businesses; physically harmed Socheat, including cutting her face with a knife; and verbally abused Socheat.

108. All Defendants either perpetrated the described acts or knowingly and financially benefitted from them.



1 coercion, threats to her and her family, and physical confinement in their houses  
2 and businesses, as set forth in the respective claims above.

3 115. As a result, Socheat sustained harm, including mental suffering,  
4 humiliation, emotional distress, and economic loss, entitling her to damages in  
5 amounts to be proven at trial and reasonable attorney's fees.

6 116. Defendants are liable to Socheat for compensatory and punitive  
7 damages in amounts to be proven at trial, and other relief that the Court may  
8 deem proper.

9 **FOURTH CLAIM FOR RELIEF**

10 **The TVPA**

11 **For Unlawful Conduct With Respect to Documents in Violation of 18 U.S.C.**

12 **§§ 1592, 1595(a)**

13 **(Against All Defendants)**

14 117. Socheat incorporates the foregoing paragraphs as if fully set forth  
15 herein.

16 118. 18 U.S.C. §§ 1595 allows victims under 18 U.S.C. § 1592 to recover  
17 damages and reasonable attorneys' fees, both from the perpetrators and others  
18 who knowingly benefitted from the violations.

19 119. A victim may bring a § 1592 claim under 18 U.S.C. §§ 1595 against  
20 any person, including any business entity, who knowingly destroys, conceals,  
21 removes, confiscates, or possesses any actual or purported passport or other  
22 immigration document, or any other actual or purported government  
23 identification document, of another person in the course of a violation of §§  
24 1584, 1589, or 1590; or with intent to violate those sections; or to prevent or  
25 restrict or to attempt to prevent or restrict, without lawful authority, the person's  
26 liberty to move or travel, in order to maintain the labor or services of that person,  
27 when the person is or has been a victim of a severe form of trafficking in  
28 persons.



1           120. In violation of § 1592, Defendants confiscated or conspired to  
2 confiscate Socheat's passport and identity documents upon her arrival in the  
3 United States. On information and belief, Defendants removed these documents  
4 from Socheat with the intent to prevent or restrict, without lawful authority,  
5 Socheat's liberty to move or travel, in order to maintain her labor. On  
6 information and belief, Defendants possessed these documents until they were  
7 retrieved by local law enforcement during a raid.

8           121. All Defendants either perpetrated the described acts or knowingly  
9 and financially benefitted from them.

10           122. As a result, Socheat sustained harm, entitling her to damages in  
11 amounts to be proven at trial and reasonable attorney's fees.

12           123. Defendants are liable to Socheat for compensatory and punitive  
13 damages in amounts to be proven at trial, and other relief that the Court may  
14 deem proper.

15                           **FIFTH CLAIM FOR RELIEF**

16                                   **The TVPA**

17           **For Benefitting Financially from Trafficking in Persons Under 18 U.S.C. §§**  
18                                   **1593A, 1595(a)**

19   **(Against All Defendants)**

20           124. Socheat incorporates the foregoing paragraphs as if fully set forth  
21 herein.

22           125. 18 U.S.C. § 1595 allows victims under 18 U.S.C. § 1593A to recover  
23 damages and reasonable attorneys' fees, both from the perpetrators and others  
24 who knowingly benefitted from the violations.

25           126. A victim may bring a § 1593A claim under 18 U.S.C. § 1595 against  
26 any person, including any business entity, who knowingly benefits, financially or  
27 by receiving anything of value, from participation in a venture which has  
28

1 engaged in any act in violation of section 1592 or 1595(a), knowing or in  
2 reckless disregard of the fact that the venture has engaged in such violation.

3 127. As alleged herein, Defendants violated § 1593A by knowingly  
4 benefitting from participation in a venture, knowing or in reckless disregard of  
5 the fact that the venture engaged in such a violation.

6 128. All Defendants either perpetrated the described acts or knowingly  
7 and financially benefitted from them.

8 129. As a result, Socheat sustained harm, entitling her to damages in  
9 amounts to be proven at trial and reasonable attorney's fees.

10 130. Defendants are liable to Socheat for restitution and compensatory  
11 and punitive damages in amounts to be proven at trial, and other relief that the  
12 Court may deem proper.

13 **SIXTH CLAIM FOR RELIEF**

14 **The TVPA**

15 **For Conspiracy to Violate the Chapter in Violation of §§ 1594, 1595(a)**  
16 **(Against All Defendants)**

17 131. Socheat incorporates the foregoing paragraphs as if fully set forth  
18 herein.

19 132. 18 U.S.C. § 1595 allows victims under 18 U.S.C. § 1594 to recover  
20 damages and reasonable attorneys' fees, both from the perpetrators and others  
21 who knowingly benefitted from the violations.

22 133. 18 U.S.C. §§ 1594(b) makes unlawful any conspiracy to violate,  
23 among other provisions, 18 U.S.C. §§ 1589, 1590, and 1592.

24 134. As alleged herein, all Defendants conspired to violate 18 U.S.C. §§  
25 1589, 1590, and 1592 by agreeing or conspiring to obtain or provide Socheat's  
26 forced labor in violation of 18 U.S.C. § 1589, to traffic Socheat in violation of 18  
27 U.S.C. § 1590, and to unlawfully possess Socheat's identity and immigration  
28 documents in violation of 18 U.S.C. § 1592. On information and belief,

1 Defendants came to an understanding to commit these violations through the  
2 course of their dealings with each other.

3 135. All Defendants either perpetrated the described acts or knowingly  
4 and financially benefitted from them.

5 136. As a result, Socheat sustained harm, including mental suffering,  
6 humiliation, emotional distress, and economic loss, entitling her to damages in  
7 amounts to be proven at trial and reasonable attorney's fees.

8 137. Defendants are liable to Socheat for compensatory and punitive  
9 damages in amounts to be proven at trial, and other relief that the Court may  
10 deem proper.

11 **SEVENTH CLAIM FOR RELIEF**

12 **For Human Trafficking Under California Civil Code § 52.5**

13 **(Against All Defendants)**

14 138. Socheat incorporates the foregoing paragraphs as if fully set forth  
15 herein.

16 139. California Civil Code § 52.5(a) allows a victim of human trafficking,  
17 as defined in California Penal Code § 236.1, to recover, in a civil action, actual  
18 damages, compensatory damages, punitive damages, and any other appropriate  
19 relief, as well as attorneys' fees and costs of suit. California Civil Code §  
20 52.5(b) allows a victim of human trafficking to recover treble damages.

21 140. A victim may bring a claim under California Civil Code § 52.5  
22 against any person who violates or deprives the victim of her personal liberty  
23 with the intent to obtain forced labor or services, or who restricts the victim's  
24 liberty through fraud, deceit, coercion, violence, duress, menace, or threat of  
25 unlawful injury. Forced labor or services means labor or services that are  
26 performed or provided by a person, and are obtained or maintained through  
27 force, fraud, or coercion, or equivalent conduct that would reasonably overbear  
28 the will of the person.

141. Defendants, acting in their personal capacities and as agents of each other, or by conspiring, used threats, intimidation, coercion, violence, duress, menace, and the threat of unlawful injury to overbear Socheat's will, deprive Socheat of her liberty, and force her to work extreme hours in poor conditions and without adequate pay.

142. Through such actions, Defendants acted with malice, oppression, fraud, and duress, to traffic Socheat. On information and belief, Defendants conspired with each other to violate California Civil Code § 52.5.

143. As a result, Socheat sustained harm, including mental suffering, humiliation, emotional distress, and economic loss, entitling her to damages in amounts to be proven at trial and reasonable attorneys' fees.

144. Defendants are liable to Socheat for actual, compensatory, punitive, and treble damages in amounts to be proven at trial.

#### **EIGHTH CLAIM FOR RELIEF**

#### **For Failure to Pay Minimum Wage Under California Labor Code Sections 1194, 1194.2, and 1197 and IWC Wage Order Nos. 6, 7, and 15 (Against All Defendants Except Defendants Chan and Doe 1)**

145. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

146. California Labor Code § 1197 establishes the right of employees to be paid minimum wages for their work, in amounts set by state law. Prior to 2013, California Labor Code § 1182.12 provided that the minimum wage in California was \$8.00 per hour. In 2013, § 1182.12 was amended to provide that, effective July 1, 2014, the minimum wage was to be raised to \$9.00 per hour.

147. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage may recover the unpaid balance, together with attorneys' fees and costs of suit as well, as

1 liquidated damages in an amount equal to the minimum wages unpaid and  
2 interest on those amounts.

3 148. From June 2013 through September 2015, Defendants paid, or  
4 conspired to pay, Socheat significantly less than the minimum wage for the hours  
5 she worked.

6 149. Defendants were aware of, or should have been aware of, the  
7 requirement to pay Socheat the statutorily defined minimum wage for her labor  
8 and their failure to pay the minimum wage was willful.

9 150. As a direct and proximate result of these actions, Socheat has  
10 sustained damages, including lost wages, entitling her to damages in an amount  
11 to be proven at trial and reasonable attorneys' fees, and all appropriate penalties  
12 provided by the Labor Code.

### 13 **NINTH CLAIM FOR RELIEF**

#### 14 **For Failure to Pay Overtime Wages Under California Labor Code Sections** 15 **510(a), 1194, and 1198 and IWC Wage Order Nos. 6, 7, and 15** 16 **(Against All Defendants Except Defendants Chan and Defendant Doe 1)**

17 151. Socheat incorporates the foregoing paragraphs as if fully set forth  
18 herein.

19 152. California Labor Code § 510(a) entitles employees generally, IWC  
20 Wage Order No. 6 entitles laundromat employees, and IWC Wage Order No. 7  
21 entitles gas station employees, to one and one-half times their regular wage rate  
22 for hours worked in excess of eight hours per day (or 40 hours per week), and  
23 twice their regular rate for hours worked in excess of 12 hours per day, or in  
24 excess of eight hours per day on the seventh day of a workweek.

25 153. As authorized by California Labor Code § 1198, IWC Wage Order  
26 No. 15 provides for overtime payments to domestic service "live-in" employees  
27 in California who are not "personal attendants." Employees, like Socheat, who  
28 spend more than 20% of their time engaged in activities other than taking care of

1 a child or person requiring supervision, are not attendants. IWC Wage Order No.  
2 15 provides that such workers shall not be employed more than nine hours in any  
3 workday for the first five workdays in a work week unless they receive  
4 additional compensation beyond their regular wages in amounts specified by  
5 law. Such an employee is entitled to overtime pay at a rate of one and one-half  
6 times her regular rate for all hours worked in excess of nine during the first five  
7 workdays. For the first nine hours worked on the sixth and seventh days of the  
8 work week, the employee is entitled to be paid one and one-half times her  
9 regular rate. For the remaining hours worked on the sixth and seventh days, the  
10 employee is entitled to be paid at double her regular rate.

11 154. Labor Code § 1194(a) provides that an employee who has not been  
12 paid the legal overtime pay may recover from her employer the unpaid balance  
13 together with attorneys' fees, costs of suit, and interest of those amounts.

14 155. From June 2013 through September 2015, Defendants failed to pay,  
15 or conspired not to pay, Socheat the significant overtime wages she was entitled  
16 to under Labor Code § 510(a) and IWC Wage Orders Nos. 6, 7, and 15.

17 156. On information and belief, Defendants were aware of, or should have  
18 been aware of, the requirement to pay Socheat the statutorily defined overtime  
19 pay for her labor. Defendants' failure to pay the overtime wage was willful.

20 157. As a direct and proximate result of these actions, Socheat has  
21 sustained damages, including lost wages, entitling her to damages in an amount  
22 to be proven at trial and reasonable attorneys' fees, and all appropriate penalties  
23 provided by the Labor Code.

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**TENTH CLAIM FOR RELIEF**

**For Failure to Pay Minimum Wage Under the FLSA, 29 U.S.C. § 206(a)(1)  
and § 206(f)**

**(Against All Defendants Except Defendants Chan and Doe 1)**

158. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

159. 29 U.S.C. §§ 206(a) and 206(f), sections of the FLSA, establish a Federal minimum wage of \$7.25 per hour for all relevant periods. 29 U.S.C. § 218 provides that an employer is required to pay the greater of the applicable state or federal minimum wage. Prior to 2013, California Labor Code § 1182.12 provided that the minimum wage in California was \$8.00 per hour. In 2013, § 1182.12 was amended to provide that, effective July 1, 2014, the minimum wage was to be raised to \$9.00 per hour. Thus, Defendants were at all times required to pay Socheat the applicable California minimum wage.

160. 29 U.S.C. § 216(b) provides that an employer who fails to pay employees the minimum wages or overtime required under the FLSA is liable to such employees for their unpaid minimum wage or overtime, plus an additional equal amount in liquidated damages.

161. Defendants employed Socheat within the meaning of FLSA.

162. From June 2013 through September 2015, Defendants paid, or conspired to pay, Socheat significantly less than the greater of the state or federal minimum wage for the hours that she worked.

163. On information and belief, Defendants were aware of, or should have been aware of, the requirement to pay Socheat the statutorily defined minimum wage for her labor. Defendants' failure to pay the minimum wage was willful.

164. As a direct and proximate result of these actions, Socheat has sustained damages, including lost wages, entitling her to recover her unpaid wages, an additional equal amount in liquidated damages in an amount to be



1 proven at trial, and costs and reasonable attorneys' fees, and such further relief as  
2 the court deems proper.

3 **ELEVENTH CLAIM FOR RELIEF**

4 **For Failure to Pay Overtime Under the FLSA, 29 U.S.C. § 207(a)**  
5 **(Against All Defendants Except Defendants Chan and Defendant Doe 1)**

6 165. Soheat incorporates the foregoing paragraphs as if fully set forth  
7 herein.

8 166. 29 U.S.C. § 207(a) requires an employer to pay workers at a rate not  
9 less than one and one-half times the higher of their regular rate (which must be at  
10 least the statutory minimum wage) for all hours worked in excess of forty hours  
11 per week.

12 167. 29 U.S.C. § 216(b) provides that an employer who fails to pay  
13 employees the minimum wages or overtime required under the FLSA is liable to  
14 such employees for their unpaid minimum wage or overtime, plus an additional  
15 equal amount in liquidated damages.

16 168. From June 2013 through September 2015, Defendants failed to pay,  
17 or conspired not to pay, Soheat the significant overtime wages she was entitled  
18 to under 29 U.S.C. § 207(a).

19 169. On information and belief, Defendants were aware of, or should have  
20 been aware of, the requirement to pay Soheat the statutorily required overtime  
21 pay for her labor. Defendants' failure to pay the minimum wage was willful.

22 170. As a direct and proximate result of these actions, Soheat has  
23 sustained damages, including lost wages, entitling her to recover her unpaid  
24 overtime and an additional equal amount in liquidated damages, in an amount to  
25 be proven at trial, as well as costs and reasonable attorneys' fees, and such  
26 further relief as the court deems proper.

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**TWELFTH CLAIM FOR RELIEF**

**For Failure to Provide Meal and Rest Periods Under  
California Labor Code § 226.7 and IWC Wage Order Nos. 6, 7, and 15  
(Against All Defendants Except Defendants Chan and Doe 1)**

171. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

172. California Labor Code § 226.7 requires employers to permit their employees to take specified, paid rest breaks and unpaid meal periods. § 226.7 imposes statutory damages on employers who violate these provisions. Courts characterize § 226.7 claims as a kind of wage claim.

173. From June 2013 through September 2015, Defendants routinely failed to provide, or conspired not to provide, Socheat with all legally required meal and rest periods, all in violation of Labor Code § 226.7.

174. Due to Defendants' unlawful failure to provide Socheat with the meal and rest periods to which she was entitled by law, Defendants are liable to Socheat for statutory damages as provided by the Labor Code.

**THIRTEENTH CLAIM FOR RELIEF**

**For Failure to Provide Accurate, Itemized Wage Stubs Under California  
Labor Code § 226 and IWC Wage Order Nos. 6, 7, and 15  
(Against All Defendants Except Defendants Chan and Doe 1)**

175. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

176. Under California Labor Code § 226, for each pay period, employers must furnish each employee with an accurate itemized statement reflecting employment information including gross wages earned, total hours worked, and itemized deductions. Employers must record wage deductions in ink and keep these records on file for at least three years.

1 177. From June 2013 through September 2015, Defendants knowingly  
 2 and intentionally failed to provide, or conspired not to provide, Socheat with  
 3 accurate itemized statements in the form and manner specified by Labor Code §  
 4 226.

5 178. As a direct and proximate result of these actions, Socheat has  
 6 sustained damages, including lost wages. Under Labor Code § 226(e), Socheat  
 7 is entitled to recover the greater of all actual damages or \$50 for the initial pay  
 8 period in which a violation occurs and \$100 for each violation in a subsequent  
 9 pay period, not to exceed an aggregate penalty of \$4,000, as well as an award of  
 10 costs and reasonable attorneys' fees.

#### 11 **FOURTEENTH CLAIM FOR RELIEF**

#### 12 **For Willful Failure to Pay Wages to Discharged or Quitting Employee** 13 **Under California Labor Code § 203**

#### 14 **(Against All Defendants Except Defendants Chan and Doe 1)**

15 179. Socheat incorporates the foregoing paragraphs as if fully set forth  
 16 herein.

17 180. California Labor Code § 203 provides that if an employer willfully  
 18 fails to pay any wages of an employee who is discharged or who quits, the wages  
 19 of the employee shall continue as a penalty from the date that wages are due until  
 20 the wages are paid, for up to thirty days.

21 181. At all relevant times, Defendants refused and failed to pay, or  
 22 conspired not to pay, Socheat minimum wage, overtime compensation, and  
 23 premiums for missed meal and rest breaks required by the California Labor Code  
 24 and the applicable Wage Orders.

25 182. Defendants did not pay, or conspired not to pay, Socheat all wages  
 26 and premiums owed to her by the time she escaped captivity, thereby entitling  
 27 Socheat to recover waiting time penalties equal to thirty days' pay pursuant to  
 28 Labor Code § 203.

**FIFTEENTH CLAIM FOR RELIEF**

**For Unfair Competition Under California Business & Professions Code §  
17203**

**(Against All Defendants Except Defendants Chan and Doe 1)**

183. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

184. The California Unfair Competition Law (“UCL”), in Cal. Bus. & Prof. Code § 17203, permits a court to provide injunctive relief to restore a plaintiff any interest in money or property which may have been acquired by means of unfair competition. Cal. Bus. & Prof. Code § 17200 defines “unfair competition” to include any unlawful, unfair, or fraudulent business act or practice. Pursuant to Cal. Bus. & Prof. Code § 17204, an individual has standing to bring a claim under the UCL if he or she has suffered injury in fact, and has lost money or property as a result of the unfair competition.

185. Defendants engaged in, or conspired to engage in, unlawful business acts or practices, including those set forth in the preceding paragraphs of the Complaint. Defendants, in operating their business, engaged in systematic violations of state and federal minimum wage and overtime laws and state and federal forced labor and human trafficking laws, each of which caused injury and the loss of money or property to Socheat.

186. Defendants’ unfair business practices are detailed above.

187. Socheat seeks full restitution from Defendants, and other appropriate injunctive relief, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the unfair practices complained of herein.

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**SIXTEENTH CLAIM FOR RELIEF**

**For Intentional Infliction of Emotional Distress**

**(Against All Defendants Except Defendants Chan and Doe 1)**

188. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

189. Defendants engaged in or conspired to engage in outrageous conduct towards Socheat, with the intention of causing, or with reckless disregard for the probability of causing, Socheat to suffer severe emotional distress. To the extent that such outrageous conduct was perpetrated by certain Defendants, the remaining Defendants adopted and ratified the conduct with a wanton and reckless disregard of the deleterious consequences to Socheat. This outrageous conduct far exceeded the risks inherent in a normal employment relationship, and included the use of threats, intimidation, and coercion to overbear Socheat's will, to make her travel from her home overseas, to deprive her of personal liberty, and to force her to work for below minimum wage. For example, Socheat was forced to sleep in Defendant Doe Gas Station 2 on a lawn chair without a blanket, to bathe in Defendant Doe Gas Station 2 and risk exposure to coworkers, and was subjected to constant verbal and physical abuse. Defendants' conduct violates the fundamental public policy of this state, including as set forth in California Civil Code § 52.5.

190. As a direct and proximate result of Defendants' actions, Socheat has sustained harm, including lost wages, mental suffering, humiliation and emotional distress, entitling her to damages in an amount to be proven at trial.

191. Defendants committed these acts maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Socheat, from an improper and evil motive amounting to malice, and in conscious disregard of Socheat's rights. Socheat is thus entitled to recover punitive damages from Defendants in an amount to be proven at trial.

**SEVENTEENTH CLAIM FOR RELIEF**

**For False Imprisonment**

**(Against All Defendants Except Defendants Chan and Doe 1)**

192. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

193. Defendants intentionally restricted or conspired to restrict Socheat's freedom, movement, or physical liberty, confining her to their businesses and homes, without legal right and without her consent, through the use of force, words, and acts. Socheat was unlawfully detained against her will by Defendants from June 2013 through September 2015. Socheat was not free to leave Defendants' control.

194. Specifically, Defendants seized Socheat's passport and other identification documents; monitored all of Socheat's movements; prevented Socheat from leaving their properties without supervision; restricted and controlled Socheat's communications with her family; threatened Socheat and her family's safety and security; and physically and verbally tortured Socheat. Because of Defendants' actions, Socheat was afraid to defy Defendants and reasonably believed that she had to submit and remain in their control.

195. Defendants committed these acts maliciously, with the wrongful intention of causing harm to Socheat, and in conscious disregard of her rights.

196. As a direct and proximate result of Defendants' conduct, Socheat suffered harm, including emotional and psychological distress, pain and humiliation, economic injury from being deprived of the ability to go about her personal affairs, and other injuries.

197. Socheat is entitled to recover damages, including punitive damages, in an amount to be proven at trial.

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**EIGHTEENTH CLAIM FOR RELIEF**

**Battery**

**(Against Defendants Sin and Ngo)**

198. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

199. Defendants committed battery on Plaintiff by intentionally bringing about harmful and/or offensive contact upon Plaintiff.

200. Defendants' harmful and/or offensive conduct consisted of Defendants Sin and Ngo striking, shoving, hitting, pinching, scratching, cutting, dragging, and slapping Socheat, all of which was done without Socheat's permission or consent. Defendants' battery as alleged herein constituted an intentional touching of Socheat and was undertaken deliberately, and with actual malice, spite, and ill will.

201. As a result of Defendants' conduct in perpetrating these battery acts, Socheat suffered damages, including emotional and psychological distress, pain and suffering, humiliation, mental distress, and other injuries.

202. Socheat is entitled to recover damages, including punitive damages, in an amount to be proven at trial.

**NINETEENTH CLAIM FOR RELIEF**

**For Assault**

**(Against Defendants Sin and Ngo)**

203. Socheat incorporates the foregoing paragraphs as if fully set forth herein.

204. Defendants intended to and did cause Socheat to apprehend immediate, unlawful, and harmful contact, without provocation and without the consent of Socheat, when Defendants repeatedly caused the herein described injuries and damages. Defendants' unlawful actions, and affirmative acts and/or omissions, were carried out knowingly, willfully, intentionally and with the



1 specific malicious intent to cause injury and harm to Socheat, and ultimately  
2 caused actual physical injuries and harm to Socheat.

3 205. Socheat is entitled to recover general, punitive, and exemplary  
4 damages in an amount to be proven at trial.

5 **TWENTIETH CLAIM FOR RELIEF**

6 **Negligence**

7 **(Against All Defendants)**

8 206. Socheat incorporates the foregoing paragraphs as if fully set forth  
9 herein.

10 207. Defendants stood in a special relationship to Socheat, based on the  
11 facts alleged in this Complaint, including but not limited to the following:  
12 Defendants arranged and paid for Socheat to travel to the United States; procured  
13 Socheat's presence in the United States on fraudulent pretenses; forced Socheat  
14 to reside at their properties; and knew Socheat spoke little English and had no  
15 familiarity with the customs, culture, society, or laws of the United States at the  
16 time they brought her from Cambodia. Further, on information and belief, they  
17 knew when they brought Socheat to the United States that she had no money for  
18 return airfare and no other means of earning money in the United States.

19 208. The California Labor Code imposes duties on employers, including  
20 the duty to allow an employee one day's rest in seven under Labor Code §§ 551  
21 and 552, and to "do every other thing reasonably necessary to protect the life,  
22 safety, and health of employees" under Labor Code § 6401.

23 209. By virtue of the relationship described above and Defendants'  
24 position as Socheat's employers, Defendants' duty of reasonable care toward  
25 Socheat under the circumstances included but was not limited to: (1) a duty to  
26 provide reasonable accommodations and a safe working and living environment;  
27 (2) a duty of reasonable care under the circumstances to protect Socheat's  
28 emotional state; (3) a duty to allow Socheat one day in seven to rest from her

1 work; and (4) a duty to ensure Socheat was informed of her rights as an  
 2 employee under the laws of the United States and the State of California. On the  
 3 basis of the facts alleged in this Complaint, Defendants assumed a duty of care to  
 4 Socheat beyond that owed to the public in general, including but not limited to  
 5 the duties listed above.

6 210. Defendants breached these duties owed Socheat by the acts and  
 7 omissions alleged in this Complaint, including but not limited to subjecting  
 8 Socheat to threats and abuse, and the failure to allow Socheat one day's rest in  
 9 seven.

10 211. As a direct and proximate result of these actions, Socheat sustained  
 11 harm, including serious and severe mental suffering, humiliation, and emotional  
 12 distress, entitling her to damages in an amount to be proven at trial.

### 13 **TWENTY-FIRST CLAIM FOR RELIEF**

#### 14 **Negligence Per Se**

#### 15 **(Against All Defendants)**

16 212. Socheat incorporates the foregoing paragraphs as if fully set forth  
 17 herein.

18 213. The services provided by Socheat to Defendants were performed  
 19 under conditions that violated the FLSA; the TVPA; California Civil Code §  
 20 52.5; provisions of the California Labor Code; and the IWC Wage Orders, as  
 21 alleged in this Complaint. Defendants knew, or reasonably should have known,  
 22 of these and ongoing violations, yet did and have done nothing to alleviate,  
 23 investigate, remedy, or report the violations to appropriate authorities. The anti-  
 24 trafficking provisions of the TVPA and California Civil Code § 52.5; the  
 25 minimum wage and overtime guarantees of the FLSA, the California Labor  
 26 Code, and applicable IWC Wage Orders; and other provisions of state and  
 27 federal law violated by Defendants, were enacted to protect workers from  
 28 economic and personal injuries caused by forced labor, poverty-level wages,

1 unduly long working hours, discrimination, and other substandard working  
 2 conditions. The acts and omissions of Defendants as alleged in this Complaint  
 3 were and are a substantial factor contributing to the illegal working conditions  
 4 under which Socheat labored.

5 214. Socheat is a member of the class of persons that the statutes and  
 6 regulations referenced above were designed to protect, and for whose protection  
 7 they were adopted. Socheat's injuries are of the type that the foregoing statutes  
 8 and regulations are intended to prevent. Defendants' violations of the foregoing  
 9 statutes and regulations constituted negligence per se, and created a presumption  
 10 of negligence.

11 215. As a direct and proximate result of these actions, Socheat sustained  
 12 harm, including mental suffering, humiliation, and emotional distress, thereby  
 13 entitling Socheat to damages in an amount to be proven at trial. This conduct  
 14 was malicious, fraudulent, and oppressive, and was done with a conscious  
 15 disregard of Socheat's rights, and of the deleterious consequences of Defendants'  
 16 actions. Each defendant authorized, condoned, and/or ratified the unlawful  
 17 conduct of all the other defendants named in this action and of their agents and  
 18 employees. Consequently, Socheat is entitled to an award of punitive damages.

## 19 **TWENTY-SECOND CLAIM FOR RELIEF**

### 20 **Negligent Infliction of Emotional Distress**

#### 21 **(Against All Defendants)**

22 216. Socheat incorporates the foregoing paragraphs as if fully set forth  
 23 herein.

24 217. By Defendants' status as Socheat's employers, and by virtue of  
 25 Defendants' role in bringing Socheat from Cambodia to the United States and  
 26 with knowledge of Socheat's vulnerability and dependence upon Defendants as  
 27 alleged herein, Defendants owed Socheat a duty of care and a fiduciary duty to  
 28 act in her best interest.

1           218. Defendants negligently committed the acts alleged in this Complaint  
2 against Socheat, and thereby directly and proximately caused Socheat to suffer  
3 fear, depression, humiliation, mental anguish, and severe physical and emotional  
4 distress.

5           219. By the actions alleged herein, Defendants negligently breached their  
6 duty of care to Socheat, and directly and proximately caused her harm, entitling  
7 Socheat to damages in an amount to be proven at trial.

8                           **TWENTY-THIRD CLAIM FOR RELIEF**

9                                   **Trespass to Chattel**

10                                   **(Against Defendants Sin and Ngo)**

11           220. Socheat incorporates the foregoing paragraphs as if fully set forth  
12 herein.

13           221. Defendants intentionally interfered with Socheat's right to possession  
14 of her personal property by confiscating Socheat's identity documents upon her  
15 arrival in the United States, thereby depriving Socheat of their use from in or  
16 around June 2013 through at least September 2015.

17           222. As a direct and proximate result of these actions, Socheat sustained  
18 harm, including the loss of rightful use of her identity documents, entitling her to  
19 damages in an amount to be proven at trial.

20                           **TWENTY-FOURTH CLAIM FOR RELIEF**

21                                   **Quantum Meruit**

22                                   **(Against All Defendants Except Defendants Chan and Doe 1)**

23           223. Socheat incorporates the foregoing paragraphs as if fully set forth  
24 herein.

25           224. Socheat performed all of the above-mentioned labor for Defendants.  
26 Defendants have not tendered proper payment to Socheat, and Socheat has not  
27 been compensated for the reasonable value of the services she rendered on behalf  
28 of Defendants.

1           225. Socheat is entitled to compensatory damages from Defendants in an  
2 amount to be proven at trial, together with interest, attorneys' fees, and the costs  
3 of this action.

4                           **TWENTY-FIFTH CLAIM FOR RELIEF**

5                                   **Conspiracy**

6   **(Against All Defendants)**

7           226. Socheat incorporates the foregoing paragraphs as if fully set forth  
8 herein.

9           227. Defendants conspired and agreed with one another to unlawfully  
10 commit the tortious acts described herein, and any other acts contained in the  
11 following claims:

12                   228. Human Trafficking Under California Civil Code § 52.5;

13                   229. Failure to Pay Minimum Wage Under California Labor Code  
14 Sections 1194, 1194.2, and 1197, and IWC Wage Orders Nos. 6, 7, and 15;

15                   230. Failure to Pay Overtime Wages Under California Labor Code  
16 Sections 510(a), 1194, and 1198 and IWC Wage Order Nos. 6, 7, and 15;

17                   231. Failure to Pay Minimum Wage Under the FLSA, 29 U.S.C. §  
18 206(a)(1) and § 206(f);

19                   232. Failure to Pay Overtime Under the FLSA, 29 U.S.C. § 207(a);

20                   233. Failure to Provide Meal and Rest Periods Under California Labor  
21 Code § 226.7 and IWC Wage Orders Nos. 6, 7, and 15;

22                   234. Failure to Provide Accurate, Itemized Wage Stubs Under California  
23 Labor Code § 226 and IWC Wage Orders Nos. 6, 7, and 15;

24                   235. Willful Failure to Pay Wages to Discharged or Quitting Employee  
25 Under California Labor Code § 203;

26                   236. Unfair Competition Under California Business & Professions Code §  
27 17203;

28                   237. Intentional Infliction of Emotional Distress;

1 238. False Imprisonment; and

2 239. Quantum Meruit.

3 240. The acts, or the tortious means used to accomplish the acts not in  
4 themselves tortious, were done in furtherance of the conspiracy. Defendants'  
5 conduct was oppressive, malicious, intentional, and done with specific intent to  
6 harm Socheat.

7 The act or acts, or the tortious means used to accomplish an act not in itself  
8 tortious, directly and proximately caused harm to Socheat, entitling her to  
9 damages in an amount to be proven at trial.

10 **TWENTY-SIXTH CLAIM FOR RELIEF**

11 **Constructive Voidable Transaction**

12 **Cal. Civil Code § 3439.04(a)(2) and § 3439.05**

13 **(Against Defendants Ngo, Lim, Ngo Asset Management, and Ngo Trustee)**

14 241. Socheat incorporates the foregoing paragraphs as if fully set forth  
15 herein.

16 242. Socheat brings this cause of action against Defendants Ngo, Lim,  
17 Ngo Asset Management, and Ngo Trustee.

18 243. A voidable transfer of assets occurs when the debtor makes the  
19 transfer without receiving a reasonably equivalent value in exchange for the  
20 transfer obligation, and the debtor intends to incur, or believes or reasonably  
21 should believe that she will incur, debts beyond her ability to pay as they become  
22 due.

23 244. Defendants Sin, Ngo, Lim, and Ngo Asset Management had  
24 obligations to pay creditors, including but not limited to Socheat.

25 245. Defendants incurred debts or obligations to pay Socheat because they  
26 trafficked Socheat and subjected her to labor violations, including denying her  
27 the minimum wage required by law for work performed at Defendant Doe Gas  
28 Station 3 at 44412 Division St. in Lancaster; the shopping center at 101-137 E

1 Avenue J in Lancaster; Defendants Doe Gas Station 2 and Doe Laundromat 4 at  
2 500 East Avenue K; and at Defendant Ngo's residence in Palmdale. Defendants  
3 knowingly and financially benefitted from the trafficking scheme. On  
4 information and belief, Defendants were aware at all times of the obligations  
5 imposed on employers under the California Labor Code and the FLSA, and  
6 believed or reasonably should have believed that they would incur debts for  
7 Socheat's forced labor.

8 246. Defendants' obligations to pay creditors, including Socheat, arose  
9 before the transactions in September 2015 and February 2017, in which  
10 Defendants Ngo, Lim, and Ngo Asset Management transferred their rights, title,  
11 and interest in substantially all their real properties to The Tiffany Ngo Living  
12 Trust UTD. On September 10, 2015, Defendants Ngo, Lim, and Ngo Asset  
13 Management transferred to The Tiffany Ngo Living Trust UTD: (1) Defendant  
14 Ngo's residence in Palmdale; (2) Defendant Doe Gas Station 3 at 44412 Division  
15 St. in Lancaster; (3) the shopping center at 101-137 East Avenue J in Lancaster;  
16 (4) Defendants Doe Gas Station 2 and Defendant Doe Laundromat 4 at 500 East  
17 Avenue K in Lancaster; (5) vacant lot at VAC/Palmdale Blvd/Vic 60th; and (6)  
18 vacant lot at VAC/AVE K/Vic 98 STW. On February 15, 2017, Defendant Lim  
19 transferred his interest in an additional vacant lot to his spouse Carmen Chau Yi  
20 Lim. Defendants transferred these assets for no consideration, and thus received  
21 far less than reasonably equivalent value.

22 247. On information and belief, at the time of the transfers, Defendants  
23 believed or reasonably should have believed that the transfers would make them  
24 incur debts that were beyond their ability to repay as they became due.

25 248. These transfers put beyond creditors' reach—including Socheat's,  
26 reach—assets that may be subject to payment of Defendants' debts.

27 249. On information and belief, Defendants Ngo, Lim, Ngo Asset  
28 Management, and Ngo Trustee acted on each other's behalf in order to render



1 Defendants insolvent and unable to satisfy debts incurred to Socheat and other  
2 creditors.

3 250. As a proximate result of the wrongful acts alleged, Socheat has  
4 incurred general damages in an amount to be proven at trial.

5 **TWENTY-SEVENTH CLAIM FOR RELIEF**

6 **Intentional Voidable Transaction**

7 **California Civil Code §§ 3439.04(a)(1), (b)**

8 **(Against Defendants Ngo, Lim, Ngo Asset Management, and Ngo**  
9 **Trustee)**

10 251. Socheat incorporates the foregoing paragraphs as if fully set forth  
11 herein.

12 252. Socheat brings this cause of action against Defendants Ngo, Lim,  
13 Ngo Asset Management, and Ngo Trustee.

14 253. A voidable transfer of assets occurs when the debtor makes the  
15 transfer with actual intent to hinder, delay, or defraud any creditor of the debtor.  
16 Actual intent may be inferred when certain factors are present, including the  
17 following: (1) the transfer was to an insider; (2) the debtor retained possession or  
18 control of the property transferred after the transfer; or (3) the value of the  
19 consideration received by the debtor was reasonably equivalent to the value of  
20 the asset transferred or the amount of the obligation incurred.

21 254. On September 10, 2015, Defendants Ngo, Lim, and Ngo Asset  
22 Management transferred to The Tiffany Ngo Living Trust UTD: (1) Defendant  
23 Ngo's residence in Palmdale; (2) Defendant Doe Gas Station 3 at 44412 Division  
24 St. in Lancaster; (3) the shopping center at 101-137 East Avenue J in Lancaster;  
25 (4) Defendants Doe Gas Station 2 and Doe Laundromat 4 at 500 East Avenue K  
26 in Lancaster; (5) vacant lot at VAC/Palmdale Blvd/Vic 60th; and (6) vacant lot at  
27 VAC/AVE K/Vic 98 Ste.

1           255. On September 28, 2015, Socheat was rescued from Defendants by  
2 law enforcement. Sometime after she was rescued, law enforcement raided  
3 certain of Defendants' properties. On February 15, 2017, Defendant Lim  
4 transferred his interest in an additional vacant lot to his spouse Carmen Chau Yi  
5 Lim.

6           256. The transfers of real properties by Defendants Ngo, Lim, and Ngo  
7 Asset Management were made with actual intent to hinder, delay, or defraud  
8 present and future creditors of Defendants, including but not limited to Socheat.  
9 Defendants Ngo, Lim, and Ngo Asset Management transferred the real properties  
10 to insiders, The Tiffany Ngo Living Trust UTD, of which Defendant Ngo is  
11 trustee, and to Defendant Lim's wife, Carmen Chau Yi Lim.

12           257. Defendants Ngo, Lim, and Ngo Asset Management continue to  
13 reside in or conduct business at their respective real properties, and thus retained  
14 possession or control of the properties after they were transferred.

15           258. Defendants Ngo, Lim, and Ngo Asset Management transferred the  
16 real properties for no consideration, and so for less than reasonably equivalent  
17 value.

18           259. These transfers put beyond creditors' reach—including Socheat's,  
19 reach—assets that may be subject to payment of Defendants' debts.

20           260. As a proximate result of the wrongful acts alleged, Socheat has  
21 incurred general damages in an amount to be proven at trial.

## 22                           **TWENTY-EIGHTH CLAIM FOR RELIEF**

### 23                                   **Breach of Contract**

24           **(Against Defendants Sin, Yam, Ngo, Lim, and Ngo Asset Management,**  
25           **Doe Gas Station 2, Doe Gas Station 3, and Doe Laundromat 4)**

26           261. Socheat incorporates the foregoing paragraphs as if fully set forth  
27 herein.  
28

1           262. Socheat brings this cause of action against Defendants Sin, Yam,  
2           Ngo, Lim, Ngo Asset Management, Doe Gas Station 2, Doe Gas Station 3, and  
3           Doe Laundromat 4.

4           263. On information and belief, Defendant Sin, acting on behalf of herself  
5           and as agent for Defendants Yam, Ngo, Lim, Ngo Asset Management, Doe Gas  
6           Station 2, Doe Gas Station 3, and Doe Laundromat 4 entered into an oral,  
7           implied employment contract with Socheat. Defendants offered her a job in the  
8           United States performing cashier and inventory duties for their businesses.

9           264. On information and belief, Defendants directed Family Member 1 to  
10          encourage Socheat to work for Defendants in the United States. Socheat  
11          understood she was going to work alongside Family Member 1 at Defendants'  
12          businesses.

13          265. Socheat arrived in the United States to work for Defendants on June  
14          11, 2013. Defendants intended to employ Socheat as a cashier and clerk at  
15          Defendants' gas stations and businesses, and put her to work as soon as she  
16          arrived in the United States on June 11, 2013.

17          266. Defendants also had Socheat clean Defendant Ngo's residence from  
18          time to time.

19          267. Defendants did not discuss the express terms of compensation, but  
20          Defendant Yam represented to Socheat that she would make more working for  
21          Defendants than she was making at her job in Cambodia.

22          268. The employment contract between Defendants and Socheat impliedly  
23          incorporated all applicable laws, rules, and regulations promulgated by the State  
24          of California and the United States, including prohibitions against paying  
25          workers less than the minimum wage, denying them meal and rest breaks, and  
26          employing workers for seven consecutive workdays.

27          269. Defendants breached their contractual obligations to pay Socheat  
28          minimum wage; prevent her from working overtime unless they paid overtime

1 premiums; provide her with meal and rest breaks; provide her with accurate  
 2 wage statements; and prevent her from working seven consecutive days, as  
 3 required under law and implied under the contract.

4 270. Defendants paid Socheat no wages for the first five months she  
 5 worked for their various businesses. Only after Socheat returned from Defendant  
 6 Khiev's house did Defendants pay her approximately \$100 per month from in or  
 7 around May 2014 through September 2015.

8 271. Defendants, through their actions and statements as set forth above,  
 9 have breached the terms, covenants, conditions, and agreements of the contract.

10 272. Defendants have also breached the implied covenant of good faith  
 11 and fair dealing found in the contract. The breach of the implied covenant of  
 12 good faith and fair dealing includes the fraud and misrepresentations set forth  
 13 herein. Because of Defendants' breach, Socheat was denied the benefits of her  
 14 bargain, and is entitled to the appropriate relief.

### 15 16 **PRAYER FOR RELIEF**

17 Wherefore, Plaintiff Socheat Chy respectfully seeks the following relief:

- 18 1. Unpaid minimum and overtime wages, penalties and interest;  
 19 liquidated damages; double damages; waiting time penalties; and  
 20 wages in compensation for missed rest periods, under the applicable  
 21 sections of the California Labor Code and of the FLSA, according to  
 22 proof at trial;
- 23 2. For general, compensatory, and special damages according to proof  
 24 at trial;
- 25 3. Exemplary and punitive damages according to proof at trial;
- 26 4. Statutory damages, liquidated damages, treble damages, penalties,  
 27 and all other forms of monetary relief recoverable under applicable  
 28 law;

5. Pre-judgment and post-judgment interest;
6. Preliminary and permanent injunctive relief;
7. Avoidance of transfers or obligations and attachment of any assets or proceeds;
8. Appropriate restitution;
9. Reasonable costs and attorneys' fees, and expenses incurred and expended to date, according to proof at trial, to the extent allowable by applicable law; and
10. Such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial pursuant to Rule 38 of the Federal Rules of Civil Procedure as to all issues in this lawsuit.

Dated: August 16, 2017

WILMER CUTLER PICKERING HALE AND  
DORR LLP

By: /s/ Lorraine B. Echavarria

Lori Echavarria  
Nancy Lynn Schroeder  
Sonia L. Fleury  
Kelsey M. McGregor  
Laura F. Donaldson

ASIAN AMERICANS ADVANCING  
JUSTICE—LOS ANGELES

Laboni Hoq  
Yanin Senachai

*Attorneys for Plaintiff*

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am  
3 over the age of 18 and not a party to the within action. My business address is  
4 Wilmer Cutler Pickering Hale and Dorr LLP, 350 South Grand Avenue, Suite  
2100, Los Angeles, California 90071.

5 On August 16, 2017, I served the foregoing document(s) described as:

6 **FIRST AMENDED COMPLAINT**

7  
8 on each interested party through their attorney of record, or at their  
9 last known address, as stated below.



11 **(BY U.S. MAIL)** I caused such document(s) to be deposited with  
12 the U.S. Postal Service by placing the document(s) listed above in  
13 a sealed envelope with postage thereon fully prepaid, in the United  
14 States mail at Los Angeles, California, addressed as set forth  
15 below. I am readily familiar with the firm's practice of collection  
16 and processing correspondence for mailing. Under that practice it  
17 would be deposited with the U.S. Postal Service on that same day  
with postage thereon fully prepaid in the ordinary course of  
business. I am aware that on motion of the party served, service is  
presumed invalid if postal cancellation date or postage meter date  
is more than one day after the date of deposit for mailing in  
affidavit.

18 Heidi S. Lewis  
19 SULLIVAN, KRIEGER, TRUONG,  
20 SPAGNOLA & KLAUSNER, LLP  
2 Park Plaza, Suite 900  
Irvine, CA 92614

21 *Attorney for Defendants Lam Sin Yam,*  
22 *Ray Lim, and Tiffany Ngo, individually*  
23 *and as a trustee of the Tiffany Ngo*  
*Living Trust UTD, and Ngo Asset*  
*Management, LLC*

24 Molica Ratha Keo  
25 Long Beach, CA

26 Nivodeth Khiev  
Long Beach, CA

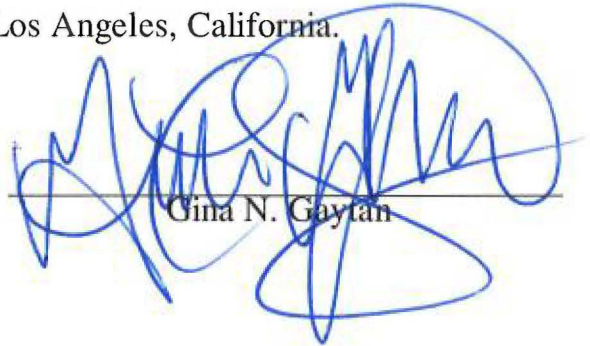
27 Naing Lam Yam  
28 Long Beach, CA

**PROOF OF SERVICE**  
(Continued)

Cindy Kanya Chan  
Long Beach, CA

I declare under penalty of perjury under the laws of the State of California  
that the foregoing is true and correct.

Executed on August 16, 2017 at Los Angeles, California.



Gina N. Gaytan